

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADAMPLUSEVE, INC.		08/25/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Kellwood Company		
Street Address:	600 Kellwood Parkway		
City:	Chesterfield		
State/Country:	MISSOURI		
Postal Code:	63017		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	77117696	ADAM ADAM LIPPES	
Serial Number:	77740172	ADAM ADAM LIPPES	
Serial Number:	77557808	ADAM ADAM LIPPES	
Registration Number:	3274220	A+	
Registration Number:	3117128	A+DAM	
Registration Number:	3080813	A+EVE	
CORRESPONDENCE DATA			
Fax Number:	(314)576-3388		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	3145763340		
Email:	courtney.labelle@kellwood.com		
Correspondent Name:	Courtney LaBelle		
Address Line 1:	600 Kellwood Parkway		
Address Line 4:	Chesterfield, MISSOURI 63017		
ATTORNEY DOCKET NUMBER:	ADAM		

TRADEMARK

900171500

REEL: 004277 FRAME: 0618

OP \$165.00 77117696

NAME OF SUBMITTER:	Courtney LaBelle
Signature:	/Courtney LaBelle/
Date:	09/14/2010
<p>Total Attachments: 10</p> <p>source=Trademark Assignment - Adampluseve Inc to Kellwood Company 8.25.10#page1.tif</p> <p>source=Trademark Assignment - Adampluseve Inc to Kellwood Company 8.25.10#page2.tif</p> <p>source=Trademark Assignment - Adampluseve Inc to Kellwood Company 8.25.10#page3.tif</p> <p>source=Trademark Assignment - Adampluseve Inc to Kellwood Company 8.25.10#page4.tif</p> <p>source=Trademark Assignment - Adampluseve Inc to Kellwood Company 8.25.10#page5.tif</p> <p>source=Trademark Assignment - Adampluseve Inc to Kellwood Company 8.25.10#page6.tif</p> <p>source=Trademark Assignment - Adampluseve Inc to Kellwood Company 8.25.10#page7.tif</p> <p>source=Trademark Assignment - Adampluseve Inc to Kellwood Company 8.25.10#page8.tif</p> <p>source=Trademark Assignment - Adampluseve Inc to Kellwood Company 8.25.10#page9.tif</p> <p>source=Trademark Assignment - Adampluseve Inc to Kellwood Company 8.25.10#page10.tif</p>	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of this 25th day of August, 2010 ("Effective Date"), by and between Adampluseve, Inc., a Delaware corporation ("Assignor"), and Kellwood Company, a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are party to that certain Asset Purchase Agreement, dated as of August 25, 2010 ("Agreement");

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, the United States applications for trademark registration set forth on Schedule B attached hereto, the foreign trademark registrations set forth on Schedule C attached hereto, the foreign applications for trademark registration set forth on Schedule D attached hereto, the unregistered trademarks set forth on Schedule E attached hereto and the trade names and assumed names set forth on Schedule F attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

WHEREAS, Assignee is a successor to Assignor's business, and that business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (i) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (ii) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (iii) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (iv) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

ADAMPLUSEVE, INC.

By: 

Name: WALLACE

Its: PRESIDENT

ASSIGNEE:

KELLWOOD COMPANY

By: _____

Name: _____

Its: _____

Signature Page to Trademark Assignment

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.


ASSIGNOR:

ADAMPLUSEVE, INC.

By: _____
Name: _____
Its: _____

ASSIGNEE:

KELLWOOD COMPANY

By: 
Name: Michael W. Kramer
Its: CEO

Signature Page to Trademark Assignment

TRADEMARK
REEL: 004277 FRAME: 0623

SCHEDULE A
U.S. Trademark Registrations

Trademark No.	Registration Date	Mark
3274220	8/7/2007	A+ [Stylized]
3117128	7/18/2006	A+DAM [& Device]
3080813	4/11/2006	A+EVE [Stylized]

SCHEDULE B
U.S. Trademark Applications

Application No.	Application Date	Mark
77117696	2/27/2007	ADAM ADAM LIPPES
77740172	5/19/2009	ADAM ADAM LIPPES
77557808	8/28/2008	ADAM ADAM LIPPES [& Device]

SCHEDULE C
Foreign Trademark Registrations

Country	Registration No.	Registration Date	Mark
Australia	1091542	12/19/2005	A+DAM
Australia	1091541	12/19/2005	A+EVE
Australia [Wipo]	980424	8/28/2008	ADAM ADAM LIPPES [& Device]
Canada	682135	2/22/2007	A+DAM [& Device]
Canada	682136	2/22/2007	A+EVE [Stylized]
China [Wipo]	980424	8/28/2008	ADAM ADAM LIPPES [& Device]
Hong Kong	301189936	8/27/2008	ADAM ADAM LIPPES [& Device]
Japan	4933160	3/3/2006	A+DAM [& Device]
Japan	4978034	8/11/2006	A+EVE [Stylized]
Japan [Wipo]	980424	8/28/2008	ADAM ADAM LIPPES [& Device]
New Zealand	740645	12/19/2005	A+ [Stylized]
New Zealand	740646	12/19/2005	ADAMPLUSEVE
New Zealand	740643	12/19/2005	A+DAM [Stylized]
New Zealand	740644	12/19/2005	A+EVE [Stylized]
Wipo	980424	8/28/2008	ADAM ADAM LIPPES [& Device]

SCHEDULE D
Foreign Trademark Applications

Country	Application No.	Application Date	Mark
Australia	1091539	12/19/2005	ADAMPLUSEVE
China	4977784	11/2/2005	A+ [Stylized]
China	4763032	7/6/2005	A+DAM [& Device]
China	4763031	7/6/2005	A+EVE [Stylized]
European Union	6709281	2/28/2008	ADAM ADAM LIPPES [& Device]

SCHEDULE E
Unregistered Trademarks – Common Law

Country	Mark
Australia	ADAM
Canada	ADAM
Hong Kong	ADAM
Korea	ADAM
Kuwait	ADAM
New Zealand	ADAM
United Kingdom	ADAM
United States	ADAM

SCHEDULE F
Trade Names and Assumed Names

Adampluseve
Shopadam

Schedule F to Trademark Assignment